

INDI CONSECA husband and wife

JOE L. KELLER AND ROSIE A. KELLER, husband and wife

as Beneficiary, _____

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____ County, Oregon, described as:

ALBANY DEED

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF of which the full text of the WOLF MURDER is located. Also on exhibition in this section are photographs, printed records, records and

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

sum of THIRTY FOUR THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor; the final payment of principal and interest hereof, if any, shall be due and payable with September 15, 1998, above which the final installment of said note shall be due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

(c) If the beneficiary dies before he has reached the age of majority, his estate shall succeed to his rights hereunder as if he had died testate; provided, however, that no person shall have the right to exercise or creating any restriction thereon; (e) In joint in

herein, shall become immediately null and void.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To promptly restore promptly and in good and workmanlike manner any building or improvement thereon that may be damaged or destroyed by fire, flood, wind, or other cause.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed and pay when due all costs incurred therefor.

[illegible]

14. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire or other hazards as the beneficiary may from time to time require, in an amount not less than \$ insurable value, written in an amount acceptable to the beneficiary, such loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and deliver said policies to the beneficiary at least fifteen days prior to the said delivery said policies to the insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in so far as the amount so collected, or may be, or may become, or at option of beneficiary the said amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the trust free from construction liens and to pay all taxes, assessments, sales, premiums, interest, judgments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent, and promptly deliver receipts therefor to the beneficiary, should the grantor fail to make the payment of any taxes, assessments, interest, judgments or other charges payable by grantor, either before or after the date of this deed, the beneficiary, with funds with which he may, at his option, make good the note secured by this deed, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of acceleration payments, with interest as aforesaid, the provisions hereof and the covenants hereof and as well as the grantor shall be bound to the obligation herein set forth hereinbefore as they are bound for the payment of due and payable with such extent that all such payments shall be immediately due and payable with the same interest and all such payments shall be immediately due and payable and the nonpayment thereof shall constitute a breach of this trust deed immediately due and payable and shall render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed and expenses of this trust including the costs of incurring the same shall be paid by the beneficiary.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, and defend any action or proceeding brought against the trust or any trustee.

[illegible]

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right to elect, to require that all or any portion of the monies payable right, if it elects, to require that all or any portion of the amount required as compensation for such taking, which are in attorney's fees necessarily paid or may all reasonable costs, expenses and attorney's fees shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and attorney's fees, applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such command and to execute promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness; trustee may

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property; The grantee, in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by advertisement or otherwise, be appointed by a court, and secured, enter upon and take possession of said property of the indebtedness secured hereby, in its own name sue or defend, execute, collect, receive, and distribute the principal and interest, and all other monies, issues and profits, including those past due and to become due, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, to the satisfaction of the indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property in one or more parcels, or in separate parcels and shamble at the time of sale. Trustee shall deliver to the highest bidder its deed in form as required by law concerning the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any person, excluding the trustee, but including the truthfulness of the beneficiary, may purchase at the sale. If provided herein, trustee

15. When trustee shall sell pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale; by trustee's shelling applying the compensation of the trustee and a reasonable pro rata (3) to all persons having recorded liens secured to the interest of the trustee in the trust deed as their lien may appear in the order of their priority and surplusage; if any, to the grantor or to his successor in interest entitled to such surplusage.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, the trustee named herein shall, without conveyance to the trustee, transfer to the trustee hereinafter named all title, powers and duties of the trustee herein named by or appointed hereunder. The appointment and substitution shall be made by written instrument executed by beneficiary, and the same shall be recorded in the public records of the county or counties in which the property situated, and shall be conclusive proof of proper appointment when the predecessor trustee, shall, when this deed, duly executed and

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee is or may be, unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or on escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

ALAN FONSECA

JUDI FONSECA

STATE OF OREGON, County of Clatsop

This instrument was acknowledged before me on August 19, 1988 by Alan Fonseca and Judi Fonseca

Notary Public for Oregon

My commission expires 12-19-88

REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance, and documents to

DATED August 19, 1988

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED (FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO KCTC

STATE OF OREGON, County of Clatsop

I certify that the within instrument was received for record on the day of 1988, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By NAME TITLE Deputy

A tract of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 1/2 inch iron pin on the East right-of-way line of the Klamath Falls-Merrill Highway, marking the Southwest corner of that tract of land described in Deed Volume M73 page 2851, from which the Southwest corner of said Section 7 bears South 451.20 feet and N. 89°27' W. 30.00 feet; thence North, along said right-of-way line, 242.00 feet to a 5/8 inch iron pin with Tru-Line Surveying plastic cap; thence East 848.26 feet to a 5/8 inch iron pin with Tru-Line Surveying plastic cap; thence continuing East 17 feet, more or less, to the centerline of the Enterprise Irrigation District Canal; thence Southwesterly, along said canal centerline, to a point that bears East of the point of beginning; thence West 355 feet, more or less, to the point of beginning with bearings based on Record of Survey No. 1018.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 29th day
of Aug. A.D. 1988 at 11:27 o'clock A.M., and duly recorded in Vol. M88
of Mortgages on Page 13922

FEE 18.00

Evelyn Biehn County Clerk

By Pauline Mulinslar